fendant were wrongly described in the writ, he could complain on that ground, but the objection now made was that the service was not made at the place stated in the writ to be defendant's domicile. His honor was of opinion that the service at the defendant's place of residence was sufficient.

DRUMMOND, J., did not think it necessary to pronounce any opinion on the motion to amend the endorsement on the writ, because it appeared to him that the return of service was bad He did not think the respondent went too far in saying that the writ might as well have been served at Gaspé Bay. It might be a hard case, as prescription was obtained against plaintiff's demand, based on promissory notes, but he could not view it otherwise than as a matter of law and practice.

MONDELET, J., was of opinion that the defect in the service could not be overlooked, and that the judgment appealed from was correct.

AYLWIN, J., read the judgment of the Court confirming the judgment appealed from, but making an alteration in the *motifs*, which would now read as follows:—"Seeing that the service of the writ and declaration is insufficient, and is contrary to the 63rd section of 83rd chap. Consol. Stat. L. C., p. 733, the Court doth affirm the judgment."

Judgment confirmed, Meredith, J., dissenting.

Cross & Lunn for appellants; Rose & Ritchie for respondent.

ROTHSTEIN (claimant in the Court below) appellant; and DORION, Atty. General *pro regina* (informant in the Court below) respondent.

HELD.—*That the onus of proof under C. S. C., cap. 17, lies on the claimant to establish that the goods claimed are not liable to forfeiture. 2. That where the forfeiture does not exceed* $200, *the same may be prosecuted in either Circuit or Superior Court.*

This was an appeal from the judgment of the Superior Court, declaring certain goods to be forfeited for contravention of the Customs laws. The appellant was foreclosed in the Court below, and the judgment rendered without proof on either side. The present appeal was brought on the following grounds: 1st. The information was not signed by the attorney general, but by an attorney for the attorney general, which had been held to be a fatal defect in an information. 2nd. The information should have been brought in the Circuit Court, the value of the goods seized being alleged to be $209 only. 3rd. Because no proof had been made of the information. The respondent answered these objections by citing the clauses of the Statute, C. S. C., cap. 17, sec. 73, "If the amount or value of any such penalty or forfeiture does not exceed $200, the same may *also* be prosecuted, sued for and recovered in any County Court or Circuit Court, &c." And as to the burden of proof not being on the informant, the respondent cited sec. 84 of the same statute: "If any goods are seized, &c., the burden of proof shall lie on the owner or claimant of the goods, and not on the officer who has seized and stopped the same, or the party bringing such prosecution."

AYLWIN, J., said it was not correct for an attorney to sign the information as attorney for the Attorney-General. But the objection should have been raised by a proper *exception à la forme*. There was nothing of the kind in the record, and the judgment must be confirmed.

MEREDITH, J., alluded chiefly to the pretension of the appellant that the informant was bound to prove at least that the goods claimed were subject to duty, and were imported into the Province; and that under the English statute, which was nearly the same as our own, in no case could judgment be rendered without proof. His honor was of opinion that the appellant's pretensions were not sustained by the authorities cited, and that in a case such as this it was for the claimant to adduce evidence to establish that the goods are not liable to forfeiture.

Judgment confirmed unanimously.

B. Devlin for appellant; V. P. W. Dorion for respondent.

BRONSDON, (defendant in the court below,) appellant; and DRENNAN, (plaintiff in the court below,) respondent.

HELD.—*That the undermentioned letter was a sufficient and binding guarantee.*

This was an appeal from a judgment rendered by Mr. Justice Smith, in favour of the respondent. The action was brought on the following letter of guarantee which the appellant had given to the respondent for goods to be supplied to the firm of C. F. Hill & Co., consisting of C. F. Hill and J. L. Bronsdon, the latter a son of the appellant:—"Montreal, 11th August, 1860, S. P. Drennan, Esq., Sir, I hereby agree to become security for Messrs. C. F. Hill & Co., for whatever furniture you may trust to their care. (Signed,) J. R. Bronsdon." The declaration set up that under this letter of guarantee the plaintiff consigned to C. F. Hill & Co, large quantities of furniture for which they failed to account in full, and on the 1st July, 1863, a balance of $1534.80 remained due, of which defendant was notified. On the 17th Aug., 1863, plaintiff made a notarial demand on defendant, requiring him to pay within two days, in default whereof he would sue C. F. Hill & Co., at defendant's risk and cost. Defendant did not pay, and plaintiff obtained judgment against C. F. Hill & Co., for $1,382 on which execution was sued out, and return made of *nulla bona* and no lands. The plaintiff then brought this suit against defendant to recover what was due within the terms of the letter of guarantee. The plea was that the document termed a letter of guarantee merely expressed the defendant's willingness to become security, but that plaintiff had never informed defendant that he accepted the letter of guarantee, and nothing was ever done to complete the obligation. Further, that defendant wrote the letter in question on the faith of one James Mathewson becoming security jointly with the defendant, and he had not done so. The judgment of